

LAW OFFICE OF
JUSTIN A. ZELLER, P.C.

JUSTIN A. ZELLER
JAZELLER@ZELLERLEGAL.COM

JOHN M. GURRIERI
JMGURRIERI@ZELLERLEGAL.COM

TELEPHONE: 212.229.2249
FACSIMILE: 212.229.2246

November 20, 2020

VIA ECF

Hon. Robert M. Levy, United States Magistrate Judge
United States District Court for the Eastern District of New York
Theodore Roosevelt United States Courthouse

Re: *Saeteros Campoverde v. Alex Figliolia Water & Sewer LLC et al*, 15 CV 7353 (ENV) (RML)

Dear Judge Levy:

This firm represents the plaintiff in the above-referenced action. The plaintiff writes in compliance with the Court's order that the plaintiff respond to defendants' proposal to change the signatory of the proposed settlement agreement.

The original settlement agreement, reached at a mediation in February 2020, mandated installment payment due dates of March 10, June 9, July 9, August 8, September 7, October 7, November 6, and December 6, 2020. If an installment payment due date passed before approval, it was contemplated that the installments of any due date that passed would become due upon approval, all at once, and the remainder of payments would be paid out according to the schedule. Thus, plaintiff will only go forward with submitting for approval with the new defendants' signature if defendants provide proof that the checks are drafted and ready to be mailed upon approval. The defendants have provided pictures of checks for installment payments through July. If plaintiff receives proof that the August, September, October, and November (and potentially December) installment checks are drafted and ready to go, then plaintiff will submit the settlement for fairness and accept the new signatory.

I thank the Court for its time and attention.

Respectfully submitted,



John M. Gurrieri